



**State of New Hampshire**

DEPARTMENT OF SAFETY  
 JAMES H. HAYES BLDG. 33 HAZEN DR.  
 CONCORD, N.H. 03305  
 (603) 271-2791

**EDDIE EDWARDS**  
 ASSISTANT COMMISSIONER

**ROBERT L. QUINN**  
 COMMISSIONER

**STEVEN R. LAVOIE**  
 ASSISTANT COMMISSIONER

October 29, 2024

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Executive Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

The Department of Safety (DOS) respectfully requests approval to enter into a contract with Conference Technologies, Inc. (CTI) (VC# 496754) of Maryland Heights, MO 63043 for the purpose of procuring an updated, modern Audio-Video over IP (AV over IP) solution for the SEOC (State Emergency Operations Center) within the Incident Planning and Operations Center (IPOC) in an amount not to exceed \$1,379,646.12. Effective upon Governor and Council approval through November 13, 2029. **100% Federal Funds**

Funds are available in the following accounts for SFY 2025 and are anticipated to be available in SFY 2026 through 2029 upon the availability and continued appropriation of funds, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

	SFY-2025	SFY-2026	SFY-2027	SFY-2028	SFY-2029	Total
02-23-23-236010-248000000 - 030-500311 ARP-EOC AND SCHOOL THREAT / Equipment	\$750,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00
02-23-23-236010-74840000 - 030-500311 INFO ANALYSIS CTR & EMER MGT / Equipment	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
02-23-23-236010-74840000- 102-502664 INFO ANALYSIS CTR & EMER MGT / Contract for Operational services	\$94,610.00	\$51,380.00	\$53,949.00	\$56,646.00	\$60,611.00	\$317,196.00
02-23-23-236010-80920000- 030-500311 100% EMPG LOCAL MATCH / Equipment	\$18,525.41	\$0.00	\$0.00	\$0.00	\$0.00	\$18,525.41
02-23-23-236010-81920000- 030-500311 100% EMPG-SS - VY MATCH / Equipment	\$291,924.71	\$0.00	\$0.00	\$0.00	\$0.00	\$291,924.71
<b>Total</b>						<b>\$1,379,646.12</b>

**EXPLANATION**

This request will allow the implementation of on-premises, contemporary AV over IP solution to replace the legacy, proprietary analog solution currently in place. The new solution will encompass a new primary video wall, four smaller secondary video walls, upgrade the audio and incorporate present-day, turnkey video conferencing technologies, and solutions capable of One-Touch Join and Direct Guest Join features.

The New Hampshire Division of Homeland Security and Emergency Management (HSEM), plays a vital role in overseeing state-level emergency preparedness, response, recovery, and mitigation efforts. The HSEM division is tasked with managing the State Emergency Operations Center (SEOC), which becomes the central hub for coordinating responses during disasters, including natural and human-caused events. The SEOC is currently operating on outdated analog audio-video (AV) equipment that is at end of life, lacks support and is proprietary. These challenges have prevented modernizing and increasing the effectiveness of the SEOC.

To address needs for a modern SEOC, the Contractor will implement a comprehensive modernization solution that will replace the obsolete analog AV components with a state-of-the-art, flexible, and nonproprietary Audio-Video over Internet Protocol (AV over IP) system. This solution will significantly enhance the SEOC's operational capabilities, ensuring seamless communication and coordination during emergency situations.

Respectfully submitted,

  
\_\_\_\_\_  
Robert L. Quinn  
Commissioner of Safety



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

October 18, 2024

Robert L. Quinn, Commissioner  
Department of Safety  
State of New Hampshire  
33 Hazen Drive  
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Conference Technologies, Inc., as described below and referenced as DoIT No. 2024-040.

The purpose of this request is to procure an updated, modern Audio-Video over IP (AV over IP) solution for the SEOC (State Emergency Operations Center) within the Incident Planning and Operations Center (IPOC).

The Total Price Limitation shall be \$1,379,646.12, effective upon Governor and Council approval through November 13, 2029.

A copy of this letter must accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd  
DoIT #2024-040

cc: Ron Reed, IT Manager  
Spencer Batchelder, IT Manager  
Mark Stewart, IT Manager

## RFP Final Scoring Summary

**Project Name: SEOC Modernization**

Evaluation Factor	Received Proposals				
	CTI		Red River		
Adherence to Mandatory Requirements (Pass/Fail)	Pass		Pass		
Technical Proposal	Points Distribution	Average Ranking	Point Score	Average Ranking	Point Score
<i>Proposed AV over IP Solution:</i>					
Overall AV over IP Solution	175	4.86	170.00	3.86	135.00
Security	50	4.50	45.00	3.86	38.57
Functionality & Capabilities	325	4.86	315.71	3.86	250.71
Support & Maintenance	75	4.86	72.86	3.79	56.79
Vendor Company , Staff Qualifications & Project Mgmt	75	4.50	67.50	3.86	57.86
<b>Technical Proposal Score</b>	<b>700</b>		<b>671.07</b>		<b>538.93</b>
		4.71		3.84	
Proposal Cost	300	\$1,379,646.12		\$ 1,316,615.00	Lowest Cost \$1,316,615.00
(lowest proposed cost/vendor's proposed cost ) X maximum allocated points for proposal cost			286.29		300.00
<b>Total Score</b>	<b>1000</b>		<b>957.36</b>		<b>838.93</b>

**Score Calculation:** The Total Possible Score of 100 points is distributed to the Evaluation Factors as shown above. Each Evaluation Factor is ranked on a scale of 0 to 5, as defined below, by each scoring team member. Team member rankings are then averaged for each Vendor on the Ranking Summary Worksheet and shown as the Average Ranking on the Final Scoring Summary above. The Average Ranking as a percent of the maximum ranking (Five) is used to calculate the Point Score for each Evaluation Factor.

**Rankings 0 to 5 are defined below:**

- 0 Mandatory requirements planned in a future release. Requires significant changes to business processes.
- 1 Well below average, meets mandatory requirements with significant customization or workarounds.
- 2 Slightly below average, meets mandatory requirements with minimal customization or workarounds.
- 3 Average, meets mandatory requirements without significant customization or workarounds.
- 4 Above average, mandatory requirements met without significant customization and meets many preferred requirements.
- 5 Outstanding, meets mandatory requirements, most preferred requirements and many added optional features that would benefit the business.

Ranking Summary

Project Name: SEOC Modernization	Vendor Proposals					
Average of Individual Scores						
Evaluation Factors:						
System and Services to be Provided:						
Proposed SEOC Modernization Solution	CTi	Red River				
Overall AV over IP Solution	4.86	3.86				
Security	4.50	3.86				
Functionality & Capabilities	4.86	3.86				
Support & Maintenance	4.86	3.79				
Vendor Company, Staff Qualifications & Project Mgmt	4.50	3.86				

**Scoring Team Members:**

- Megan Hoskins, Asst. Director HSEM
- Neil Cantin, Assistant Chief of Operations HSEM
- Thomas Audesse, COMPUTER SUPP SPECIALIST DOIT
- Kellie Currier, Business Systems Analyst II DOIT
- Thomas Chagnon, Information Analyst DOIT
- Darrell Kimball, Computer Support Specialist DOIT
- Arthur Durette, Communications Technician DESC



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SEOC AUDIO VIDEO MODERNIZATION  
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FORM NUMBER P-37 (version 2/23/2023)

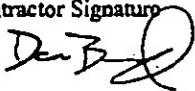
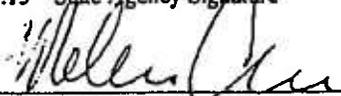
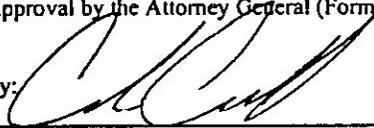
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Safety, Division of		<b>1.2 State Agency Address</b> 33 Hazen Drive Concord, NH 03301	
<b>1.3 Contractor Name</b> Conference Technologies, Inc. (CTI)		<b>1.4 Contractor Address</b> 11653 Adie Road Maryland Heights, MO 63043	
<b>1.5 Contractor Phone Number</b> 770-853-7675	<b>1.6 Account Unit and Class</b> 10-23-2360-24800000-030 10-23-2360-74840000-030,102 10-23-2360-80920000-030 10-23-2360-81920000-030	<b>1.7 Completion Date</b> November 13, 2029	<b>1.8 Price Limitation</b> \$1,379,646.12
<b>1.9 Contracting Officer for State Agency</b> Matthew Hotchkiss		<b>1.10 State Agency Telephone Number</b> 603-271-2231	
<b>1.11 Contractor Signature</b>  Date: 10/21/24		<b>1.12 Name and Title of Contractor Signatory</b> Dan Bunyard, CFO	
<b>1.13 State Agency Signature</b>  Date: 10/21/24		<b>1.14 Name and Title of State Agency Signatory</b> Melanie Carraker Deputy Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 10/30/24			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>			

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G&C Item number:	G&C Meeting Date:
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**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State", "Agency", or "State Agency"), engages contractor identified in block 1.3 ("Contractor", "Vendor", or "EDS") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or

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federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

#### **7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe

to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

#### **9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### **10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties

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hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**EXHIBIT A - SPECIAL PROVISIONS**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

- 3.4** The Term may be extended up to two (2) years(s), (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

**A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

- 9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- 9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
  - d. Take no action to intentionally erase any State data until directed by the State;
  - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
  - f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
  - g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall



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the State. Contractor shall immediately notify the State if any request, subpoena, or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**A.4** Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

**12.5** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**A.5** The following Provisions are added and made part of the P37:

**27. FORCE MAJEURE**

**27.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**27.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

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**28. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

**29. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**30. PROHIBITED TECHNOLOGIES**

No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: <https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf>

and

No equipment or services on the FCC Covered List found here: <https://www.fcc.gov/supplychain/coveredlist>

**31. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Safety Contract Agreement SEOC Audio Video Modernization 2024-040 P-37 as amended by Exhibit A and all Exhibits.
- ii. State of New Hampshire, Department of Safety RFP 2024-040 SEOC Audio Visual Modernization.
- iii. Vendor Proposal Response to Department of Safety RFP 2024-040 SEOC Audio Visual Modernization dated June 11, 2024.
- iv. Additional Contractor Provided Documents (Exhibit H).

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**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. STATEMENT OF WORK**

The New Hampshire Division of Homeland Security and Emergency Management (HSEM), plays a vital role in overseeing state-level emergency preparedness, response, recovery, and mitigation efforts. The HSEM division is tasked with managing the State Emergency Operations Center (SEOC), which becomes the central hub for coordinating responses during disasters, including natural and human-caused events.

To address needs for a modern SEOC, the Contractor will implement a comprehensive modernization solution that will replace the obsolete analog AV components with a state-of-the-art, flexible, and nonproprietary Audio-Video over Internet Protocol (AV over IP) system. This solution will significantly enhance the SEOC's operational capabilities, ensuring seamless communication and coordination during emergency situations.

**1.1 Project Overview**

The Contractor shall deliver a Commercial-Off-The-Shelf (COTS) Audio-Video over Internet Protocol (AV over IP) solution for the State Emergency Operations Center (SEOC), located at the Incident Planning and Operations Center (IPOC) on Smokey Bear Boulevard, Concord, New Hampshire. This project aims to replace the existing analog AV system with a modern, flexible, and nonproprietary solution that supports the SEOC's critical functions during emergency and disaster responses.

The Contractor shall be responsible for the following tasks as well as others outlined in this document:

- **Design and Configuration:** Develop and configure a comprehensive AV over IP solution that meets the operational needs of the SEOC. This solution shall integrate multiple hardware endpoints and support future scalability.
- **Installation:** Conduct a complete installation of the AV over IP system, ensuring minimal disruption to the SEOC's ongoing operations.
- **Testing and Validation:** Perform rigorous testing of the installed system to ensure functionality, reliability, and compliance with DOS requirements.
- **Security:** Implement security measures to protect the AV system from unauthorized access and ensure secure communication within the SEOC.
- **Training:** Provide comprehensive training to SEOC staff on the use and maintenance of the new AV system, ensuring they can operate the system effectively in both onsite and remote scenarios.

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- Project Management: Oversee aspects of the project outlined, including scheduling, resource allocation, and communication with DOS stakeholders, to ensure the successful and timely completion of the modernization efforts.
- Implementation: Execute the full deployment of the AV over IP solution, ensuring it is fully operational and integrated into the SEOC's emergency response framework.
- Ongoing Support and Maintenance.

**2. BUSINESS / TECHNICAL REQUIREMENTS**

**B-2.1 Business Requirements**

Req #	Requirement Description	Criticality	Vendor Response
<i>Proposed Overall Audio-Video</i>			
B1.1	Proposed solution shall have capability to be fully accessed & administered remotely; the remote experience should mirror the onsite experience	M	YES
B1.2	Proposed solution shall have capability to support Audio-Video over Internet Protocol (AV over IP) for large control room environments such as the SEOC	M	YES
B1.3	Proposed solution shall not impact the function of the current solution as the State cannot be without a functioning solution for any given timeframe; new proposed solution must be able to operate simultaneously with existing one	M	YES
B1.4	Proposed solution shall be non-proprietary; an open-source platform is preferred	M	YES
B1.5	Proposed solution shall have capability to concurrently stream AV over IP up to 24 physical, hardware-based endpoints with growth capability	M	YES
B1.6	Proposed solution shall consider the installation of additional HDMI input locations installed in floor boxes & wall plates, if vendor deems necessary as part of solution	M	YES
B1.7	Proposed solution shall have capability to support a minimum of 20 independent (concurrent) outputs in 4K, min 30fps	M	YES
B1.8	Proposed solution shall have capability to display & broadcast numerous video sources such as IP cameras, Fusus, Mutualink, HDMI / Miracast Input, Cable TV programming (Xfinity), Avigilon Control Center video feeds (DOS' video surveillance system), State Police video feeds (e.g. from Troopers, drones, helicopter & planes), SCADA feeds, workstations or any IP/Web/URL based virtual input	M	YES

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B1.9	Proposed solution shall have capability to support a minimum of 10 concurrent wireless connections	M	YES
B1.10	Proposed solution shall have capability to support wireless presenting solution compatible with Windows (preferred), Apple & Android	M	YES
B1.11	Proposed solution shall have capability to support full audio coverage (both input and output) in a large space such as the SEOC	M	YES
B1.12	Proposed solution shall have capability to support Video Conferencing solutions in multiple rooms with varied microphone types such as tabletop, ceiling, discussion, pendant, etc.	M	YES
B1.13	Proposed solution shall have microphones independent of Video Conferencing microphones for the purpose of voice amplification within the SEOC itself	M	YES
B1.14	Proposed solution shall have capability to incorporate and support a video conferencing solution; the solution must be a certified Microsoft Teams Room (MTR) device ( <a href="https://learn.microsoft.com/en-us/microsoftteams/rooms/certified-hardware?tabs=Windows">https://learn.microsoft.com/en-us/microsoftteams/rooms/certified-hardware?tabs=Windows</a> ). The State will provide MTR and/or WebEx licenses if needed. For ease of use, a One-Touch Join and/or a Direct Guest Join video conferencing solution is preferred.	M	YES
B1.15	Proposed solution shall have capability to be flexible & scalable for future growth	M	YES
B1.16	Proposed solution shall include an appropriate Power Over Ethernet (POE) AV/IP gigabit switch to support the proposed solution; switch should also provide room for future growth	M	YES
B1.17	Proposed solution shall have capability of "local" account creations	P	YES
B1.18	Proposed solution shall have capability to support role-based security (RBAC)	M	YES
B1.19	Proposed solution shall include status lights on wall outside SEOC (Enter/Do Not Enter) for when using room cameras/mics to record or otherwise preventing people from entering SEOC	P	YES
<i>Proposed Video Wall Control Software Solution</i>			
B2.1	Proposed solution shall have capability to support AV over IP for large control room environments such as the SEOC	M	YES
B2.2	Proposed solution shall have capability to support multiple video walls such as a Primary wall as well as 4 workgroup walls; source video feeds should have capability to be viewed on any of the 5 walls	M	YES

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B2.3	Proposed solution shall have capability to support multiple streaming protocols such as HLS, RTMP, SRT, MPEG-DASH, MSS, WebRTC	M	YES*
B2.4	Proposed solution shall have capability to support video sources such as RTSP, H.264, H.265, UDP, HTTPS and HTTP	M	YES
B2.5	Proposed solution shall have capability so that display surfaces can be populated with as many video sources as desired	M	YES*
B2.6	Proposed solution shall have capability to be fully accessed & administered remotely; the remote experience should mirror the onsite experience	M	YES
B2.7	Proposed solution shall have capability to support multiple Video Conferencing solutions such as Teams, WebEx, Zoom, Go To Meeting, etc.	M	YES
B2.8	Proposed solution shall have capability to be sharable to remote participants	M	YES
B2.9	Proposed solution shall have capability to make all video source layouts that are available to the video wall also available to all SEOC workstations including remote workstations, Governor's Suite & Situation Room	M	YES
B2.10	Proposed solution shall have capability to save & name multiple layouts for quick recall	M	YES
B2.11	Proposed solution shall have capability for workstation displays to be shared with remote viewers via Video Conferencing solutions such as Teams, WebEx & Zoom	M	YES
B2.12	Proposed solution shall have capability to assign different user roles to any of the walls (such as delegating control)	M	YES
B2.13	Proposed solution shall have capability to allow users to share multiple application windows with peers within a group	M	YES
B3.14	Proposed solution shall have capability to support role-based security (RBAC)	M	YES
<i>Proposed Video Wall(s) Controller</i>			
B3.1	Proposed solution shall have capability to support AV over IP for large control room environments such as the SEOC	M	YES
B3.2	Proposed solution shall have capability to drive multiple video walls, specifically a Primary wall and multiple Workgroup walls (minimum of 4) in the SEOC	M	YES
B3.3	Proposed solution shall have a video wall controller designed for multiple video walls and multi-screen display installations	M	YES

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B3.4	Proposed solution shall have a capability to leverage a modular architecture for flexible video capture and graphics ability	M	YES
B3.5	Proposed solution shall have a capability to host up to 8x four-channel HDMI graphics cards	M	YES
B3.6	Proposed solution shall have a capability to accept capture cards to host a wide range of connection formats (HDMI, DVI, DisplayPort, etc.)	M	YES
B3.7	Proposed solution shall have scalability to add additional capture cards within a single controller	M	YES
B3.8	Proposed solution shall have a capability to support up to ninety-six 1080 outputs / twenty-four 4K outputs	M	YES
B3.9	Proposed solution shall have a capability to capture up to 200 video inputs	M	YES
B3.10	Proposed solution shall have a capability to decode up to 600 IP streams	M	YES
B3.11	Proposed solution shall have a capability to support a minimum of 20 or more video sources	M	YES
B3.12	Proposed solution shall have a minimum Intel Core i5 processor or greater	M	YES
B3.13	Proposed solution shall have a minimum of 1 HDMI port, preferably more, that support CEC 2.0 or higher and up to 3840 x 2160@30 fps, preferably 3840 x 2160@60 fps	M	YES
B3.14	Proposed solution shall have a minimum of 1 DisplayPort for a control screen	M	YES
B3.15	Proposed solution shall have a minimum of 8 USB ports (USB 2.0, USB Type A, USB Type C)	M	YES
B3.16	Proposed solution shall have a minimum of 2 Ethernet ports (1 x 1gb and 1 x 10gb)	M	YES
B3.17	Proposed solution shall have SSD (Solid State Drive) disk storage	M	YES
B3.18	Proposed solution shall be capable of a RAID configuration for redundancy	P	YES
B3.19	Proposed solution shall be capable of monthly security updates\patching	M	YES
B3.20	Proposed solution shall be capable of a weekly vulnerability (Tenable) security scan	M	YES
B3.21	Proposed solution shall have a UPS (uninterruptible power supply) that is appropriate in capacity & size for the system	M	YES
<i>Proposed Primary Video Wall</i>			
B4.1	Proposed solution shall have a LED video wall that's approximately 32' wide and 9' tall	M	YES
B4.2	Proposed solution shall have capability to display a minimum of eight (8) video sources simultaneously, preferably more	M	YES

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B4.3	Proposed solution shall have capability to send video sources to any of the 4 workgroup displays (See Section B5 Below)	M	YES
B4.4	Proposed solution shall have capability to support multiple resolution display panels (1920 x 1080 and/or 4K; however 4k is preferred)	M	YES
B4.5	Proposed solution shall have a minimum of 1 HDMI input, 1 DVI port, 1 Ethernet port	M	YES
B4.6	Proposed solution shall include a minimum of 2 replacement display panels for user serviceable replacement, if needed	P	YES
B4.7	Proposed solution shall be user serviceable from the front and each panel should be able to be replaced independently (without removing multiple panels to get to the center)	M	YES
<i>Proposed Workgroup Video Walls (4 needed)</i>			
B5.1	Proposed solution shall include 4 (four) wall mountable 4k 75" LED displays	M	YES
B5.2	Proposed solution shall have capability to support video windowing, Pic in Pic, screen share, screen rotation, overlays, side by side etc.	M	YES
B5.3	Proposed solution shall have capability to display a minimum of four (4) video sources simultaneously, preferably more	M	YES
B5.4	Proposed solution shall have capability to support multiple resolution display panels (1920 x 1080 and/or 4K; however, 4k is preferred)	M	YES
B5.5	Proposed solution shall have a minimum of 1 HDMI input, 1 DVI port, 1 Ethernet port	M	YES
<i>Governor's Suite &amp; Situation Room</i>			
B6.1	Proposed solution shall have capability to replicate the contents of the Primary Video Wall or any of the 4 Workgroup walls to either the Governor's Suite and/or the Situation Room	M	YES
B6.2	Proposed solution shall have capability to create separate configuration/feed(s) for the Governor's Suite and/or the Situation Room	M	YES
B6.3	Proposed solution shall have capability to incorporate and support a video conferencing solution; the solution must be a certified Microsoft Teams Room (MTR) device ( <a href="https://learn.microsoft.com/en-us/microsoftteams/rooms/certified-hardware?tabs=Windows">https://learn.microsoft.com/en-us/microsoftteams/rooms/certified-hardware?tabs=Windows</a> ). The State will provide MTR and/or WebEx licenses if needed. For ease of use, a One-Touch Join and/or a Direct Guest Join video conferencing solution is preferred.	M	YES

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B6.4	Proposed solution shall have capability to integrate with an existing Samsung 75" Model UN75NU6900 display in the Situation Room	P	YES
B6.5	Proposed solution shall have capability to integrate with an existing LG 70" Model 70UN7070PUA display in the Governor's Suite	P	YES
<i>Technical Hardware\Software Peripherals</i>			
B7.1	Proposed solution must include all cabling, components, hangers and installation costs	M	YES
B7.2	Proposed solution must be all inclusive in cost proposal	M	YES
B7.3	Proposed solution must include all components and service free of charge in maintenance and service portions of contract	M	YES
B7.4	Proposed solution must include any/all software (user) fees in the maintenance/service contract and shall be included in the Proposal's overall cost; however, the State will provide all Microsoft and WebEx licenses	M	YES

B-2.2 Technical Requirements

<b>APPLICATION REQUIREMENTS</b>			
State Requirements			Vendor
Req #	Requirement Description	Criticality	Vendor Response
<i>GENERAL SPECIFICATIONS</i>			
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	YES

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A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	YES
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	YES
<i>APPLICATION SECURITY</i>			

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A2.1	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	YES
A2.2	Enforce unique user names.	M	YES
A2.3	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	YES

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A2.4	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	YES
A2.5	Encrypt passwords in transmission and at rest within the database.	M	YES

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A2.6	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	YES
A2.7	Provide the ability to limit the number of people that can grant or change authorizations.	M	YES
A2.8	Establish ability to enforce session timeouts during periods of inactivity.	M	YES

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A2.9	The application shall not store authentication credentials or sensitive data in its code.	M	YES
A2.10	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	YES
A2.11	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	YES

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A2.12	All logs must be kept for 30 days.	M	YES
A2.13	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	YES
A2.14	Do not use Software and System Services for anything other than what they are designed for.	M	YES
A2.15	The application Data shall be protected from unauthorized use when at rest.	M	YES

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A2.16	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	YES
A2.17	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	YES
A2.18	Utilize change management documentation and procedures.	M	YES

**TESTING REQUIREMENTS**

State Requirements			Vendor
Req #	Requirement Description	Criticality	Vendor Response

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<i>APPLICATION SECURITY TESTING</i>			
T1.1	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	YES

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T1.2	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	YES
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T1.3	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	YES
T1.4	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	YES
T1.5	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	YES

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T1.6	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	YES
T1.7	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	YES

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<p>T1.8</p>	<p>Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).</p>	<p>M</p>	<p>YES</p>
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T1.9	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	YES
<i>STANDARD TESTING.</i>			
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	YES

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T2.2	The Vendor must perform application stress testing and tuning.	M	YES
T2.3	The vendor must define and test disaster recovery procedures.	M	YES

<b>PROJECT MANAGEMENT</b>			
State Requirements			Vendor
Req #	Requirement Description	Criticality	Vendor Response
<i>PROJECT MANAGEMENT</i>			
PI.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	YES

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P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	YES
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Milestones/Critical events, Task dependencies, and Payment Schedule. The plan shall be updated no less than every two weeks.	M	YES

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P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	YES
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in Office (Word, Excel, etc.) formats.	M	YES

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B-2.3. Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>			
<b>State Requirements</b>			<b>Vendor</b>
<b>Req #</b>	<b>Requirement Description</b>	<b>Criticality</b>	<b>Vendor Response</b>
<i>SUPPORT &amp; MAINTENANCE REQUIREMENTS</i>			
SI.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	YES

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S1.2	Maintain the Hardware and Software in accordance with the specifications, terms and requirements of the Contract, including providing, upgrades and fixes as required.	M	YES
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms and requirements of the Contract.	M	YES

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SI.4	The State shall have unlimited access, via Phone and Email, to the Vendor technical support staff 24/7/365 (twenty-four hours a day, seven days a week, 365 days a year) for <i>Critical Issues Only</i> .	M	YES
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S1.5	The vendor shall serve as the single Point Of Contact (POC) for ALL maintenance and support for the proposed solution as the State anticipates that multiple vendors will comprise the overall proposed solution; the State does not wish to manage each of these vendors individually in the event issues arise with the solution.	M	YES
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S1.6	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> <li>o Critical-Urgent: Hardware or Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State.</li> <li>o Medium-Important: Hardware or Software - Important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible.</li> <li>o Low-Minor: Hardware or Software - Minor, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature.</li> </ul>	M	YES
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SI.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches and documentation that are generally offered to its customers, at no additional cost.	M	YES
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S1.8	<p>For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;</p>	M	YES
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S1.9	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	YES
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SI.10	<p>The State requires a partnership with a single POC whether multiple hardware\software vendors are part of the proposed solution or not.</p> <p>As part of the Operational maintenance agreement, ongoing Hardware\Software maintenance and support issues shall be responded to according to the following or as agreed to by the parties:</p> <ul style="list-style-type: none"> <li>o Critical-Urgent: - The Vendor shall have on-call telephone assistance available to the State, with issue tracking available to the State, twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five days a year with telephone \ email assistance within one (1) hour of request; or the Vendor shall provide support onsite or remote diagnostic services within two (2) hours of request. Response time=1 hour with a Resolution Time=2 hours</li> <li>o Medium-Important: - The Vendor shall have on-call telephone assistance available to the State, with issue tracking available to the State, eight (8) hours per day, five (5) days a week, Monday thru Friday from the hours of 9:00am-5:00pm EST with telephone \ email assistance within two (2) hours of request; or the Vendor shall provide support onsite or remote diagnostic services within four (4) business hours of request. Response time=2 hours with a Resolution Time=4 hours</li> <li>o Low-Minor: - The Vendor shall have on-call telephone assistance available to the State, with issue tracking available to the State, eight (8) hours per day, five (5) days a week,</li> </ul>	M	YES
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	Monday thru Friday from the hours of 9:00am-5:00pm EST with telephone \ email assistance within eight (8) hours of request; or the Vendor shall provide support onsite or remote diagnostic services within twenty-four (24) business hours of request. Response time=8 hours with a Resolution Time=24 hours			
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S1.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	YES
S1.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	YES

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S1.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	YES
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SI.14	A regularly scheduled maintenance window shall be identified (such as weekly, monthly or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	YES
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S1.15	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	YES
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	YES

**2.1 Compliance Requirements**

Agency Compliance Documents are identified in Exhibit G: Attachment 2

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**3. ACTIVITY, DELIVERABLE, AND MILESTONE**

ACTIVITY, DELIVERABLE OR MILESTONE		DELIVERABLE TYPE
<b>PLANNING AND PROJECT MANAGEMENT</b>		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written
10	Deployment Plan	Written
11	Comprehensive Training Plan and Curriculum	Written
12	End User Support Plan	Written
13	Business Continuity Plan	Written
14	Documentation of Operational Procedures	Written
<b>INSTALLATION</b>		
15	Provide Software Licenses (if needed)	Written
16	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
<b>TESTING</b>		
17	Conduct Integration Testing	Non-Software
18	Conduct User Acceptance Testing including a mock Incident with HSEM staff	Non-Software
19	Perform Production Tests	Non-Software
20	Mock Incident Testing (with HSEM, State and Local staff)	Software
21	Conduct System Performance (Load/Stress) Testing (with different video sources such as Fusus, State Police video, Xfinity, Teams, WebEx, Zoom, Google Meet, etc.)	Non-Software

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22	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software
<b>SYSTEM DEPLOYMENT</b>		
23	Provide Tools for Backup and Recovery of all Applications and Data	Software
24	Conduct Training	Non-Software
25	Cutover to New Software	Non-Software
26	Provide Documentation	Written
27	Execute Security Plan	Non-Software
<b>OPERATIONS</b>		
28	Ongoing Support & Maintenance	Software
29	Conduct Project Exit Meeting	Non-Software

**4. DELIVERABLE REVIEW AND ACCEPTANCE**

**4.1 Non-Software and Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**4.2 Software Deliverables Review and Acceptance**

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System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

**4.3 Number of Deliverables**

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

**4.4 Conditional and Unconditional Acceptance**

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

**5. CHANGE ORDER**

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**6. IMPLEMENTATION SERVICES**

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

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The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

**7. PROJECT MANAGEMENT**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

**7.1 The Contractor Key Project Staff**

**7.1.1. The Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and

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representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Ali Small  
202-644-9603  
[Ali.small@cti.com](mailto:Ali.small@cti.com)

**7.1.2. The Contractor's Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Gary Hewett  
919-205-9185  
[Gary.hewett@cti.com](mailto:Gary.hewett@cti.com)

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within eight (8) hour(s) of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**7.1.3. Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

**7.1.4. The Contractors Additional Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

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Russell Bob Wood  
Senior AV Technician

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**7.1.5. Termination for Lack of Project Management and Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

**7.2 The State Key Project Staff**

**7.2.1. The State Contract Manager**

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Matthew Hotchkiss  
603-223-3624  
Matthew.A.Hotchkiss@dos.nh.gov

**7.2.2. The State Project Manager**

The State shall assign a Project Manager. The State's Project Manager is:

Neil Cantin  
603-223-3677  
Neil.E.Cantin@dos.nh.gov

The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

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**8. WORK PLAN**

The Contractor’s Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor’s team members), refine the Project’s scope, and establish the Project’s Schedule.

The preliminary Work Plan created by the Contractor and the State is set forth below.

Project Task	Duration
State of NH Notational Schedule	143 days
Engineering Phase	62 days
PO Issued	-
RFIs Answered	5 days
Submittals Completed	7 days
Submittals Approved	3 days
Order Equipment	-
Equipment Delivery and Long Lead Items	25 days
Draft UI & IP / Network Requirements Documents	5 days
Owner Approves User Interface Design	5 days
Owner Provides Completed IP Requirements Document	5 days
Preliminary Programming Code & DSP Development	15 days
Rack Fabrication	10 days
Pre-Commission & Shop Testing	10 days
Rack & Pre-Commissioning QC	2 days
Complete Shop Staging	-
Site Phase	56 days
Infrastructure Complete (power, backing, etc.)	-
Rough-In	10 days
Build Scaffolding	3 days
Cable Pull	5 days
AV Infrastructure	2 days
Furniture, Millwork & Casework Complete / Clean Dust Free Environment	-

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Trim-Out	20 days
Land Racks & Field Wire	4 days
Technology Install	8 days
Pensar Wall Install	5 days
Remove Scaffolding	3 days
Completion of Installation	-
Power On & Network Ready	-
Commissioning	26 days
Pensar Wall Program & Commission	7 days
AV System Program & Commission	7 days
Commission QA, Certification, & Punch List	5 days
Commissioning Complete	-
User Training	3 days
Project Closeout	25 days
System Turnover	-
Complete any Remaining Punch Items	5 days
All Site Work Completed	-
Contract Closeout Activities (Final Billing, Redlines, & As-Builts)	20 days
Project Completion	-

**9. ACCEPTANCE & TESTING SERVICES**

1. **Equipment Functionality Testing:** Before equipment is deployed to the customer site, it undergoes functionality testing at the Contractor's build-up facility. This involves testing the equipment to ensure it works out of the box. Any equipment found to be non-functional triggers an RMA process, which is meticulously tracked to resolution. Similarly, after the systems are fully installed at customer locations, another round of functionality testing is conducted to ensure seamless operation.
2. **Acceptance of Graphical User Interfaces (GUIs):** The graphical user interfaces (GUIs) are critical components that facilitate user interaction with the system. The Contractor will conduct thorough acceptance testing of GUIs to ensure they align with the end user's requirements and preferences. This includes verifying the functionality, usability, and intuitiveness of the GUIs, which are then signed off to provide clear guidance to the programmers.
3. **System Functionality Testing:** Once all programming updates are completed and systems are verified, the Contractor will conduct comprehensive system functionality testing on the customer site. This testing phase covers a range of aspects, including the verification of individual components such as speakers, cameras, microphones, and displays. Each component is tested for optimum resolution, format, and functionality to ensure it meets the specified requirements. Additionally, network functionality is validated, and any necessary configurations are performed to ensure seamless integration with the AV equipment.

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4. **Network Configuration and IT:** The Contractor will collaborate closely with the IT department to ensure timely configuration of networks and accounts for soft CODEC software, such as Teams, Zoom, or Webex. This proactive approach minimizes delays during the testing phase and ensures smooth operation of the system.
5. **End User and CoTR Verification:** The Contractor will train the end user on the system's operation, while the Contracting Officer's Technical Representative (CoTR) verifies the system's functionality and completeness. The CoTR ensures that all purchased equipment is present, functional, and meets the contract requirements before signing off on the acceptance. This verification process ensures accountability and transparency in system acceptance.
6. **Investment in Testing Equipment:** The Contractor will ensure equipment is operated by qualified personnel. This commitment to investing in testing equipment and expertise ensures accurate testing results and enhances customer confidence in system performance.

**10. MAINTENANCE, OPERATIONS AND SUPPORT**

**10.1 System Maintenance**

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**10.2 System Support**

- a. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.
- b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
  - a. **Class A Deficiencies (Critical-Urgent)** – The Vendor shall have on-call telephone assistance available to the State, with issue tracking available to the State, twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five days a year with telephone \ email assistance within one (1) hour of request; or the Vendor shall provide support onsite or remote diagnostic services within two (2) hours of request. Response time=1 hour with a Resolution Time=2 hours;
  - b. **Class B Deficiencies (Medium – Important)** – The Vendor shall have on-call telephone assistance available to the State, with issue tracking available to the State, eight (8) hours per day, five (5) days a week, Monday thru Friday from the hours of 9:00am-5:00pm EST with telephone \ email assistance within two (2) hours of request; or the Vendor shall provide support onsite or remote diagnostic services within four (4)

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business hours of request. Response time=2 hours with a Resolution Time=4 hours;

- c. **Class C Deficiencies (Low-Minor)** – The Vendor shall have on-call telephone assistance available to the State, with issue tracking available to the State, eight (8) hours per day, five (5) days a week, Monday thru Friday from the hours of 9:00am-5:00pm EST with telephone \ email assistance within eight (8) hours of request; or the Vendor shall provide support onsite or remote diagnostic services within twenty-four (24) business hours of request. Response time=8 hours with a Resolution Time=24 hours.

**10.3 Support Obligations**

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- i. mean time between Reported Deficiencies with the Software;
- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

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**10.4 Contract Warranties and Representations**

**10.4.1. System**

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

**10.4.2. Software and Firmware**

The Contractor warrants that any Software or Firmware provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**10.4.3. Compatibility**

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

**10.4.4. Services**

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**11. DATA PROTECTION**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

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- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**11.1 Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**11.2 Security Incident Or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

**11.3 Breach Responsibilities**

- 11.3.1.** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2.** The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 11.3.3.** The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
  - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
  - b. promptly implement necessary remedial measures, if necessary; and
  - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 11.3.4.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
  - a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and

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- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**12. SOFTWARE AGREEMENT**

The Contractor shall provide the State with access to the Software or Firmware Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

**13. ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

**14. TRAINING**

The Contractor shall provide the following Training Services:

To ensure effective support and maintenance at the SEOC, the Contractor will implement a comprehensive strategy to transfer general support and maintenance skills to State technical support personnel. This strategy includes formal training sessions that cover support and maintenance procedures and on-the-job training (OJT) during routine service calls by the Contractor personnel. Additionally, e-learning modules, online courses, and tutorials from manufacturers, identified by the Contractor, allow for flexible, self-paced learning.

The Contractor will provide essential documentation, including standard operating procedures (SOPs) and detailed manuals with step-by-step instructions for common tasks. These resources, along with manufacturer-provided e-learning modules and documentation, will be included in turnover documents after system modifications.

Continuing education and development are vital for maintaining the competency of technical support personnel. This structured approach ensures that SEOC technical support personnel are well-equipped with the necessary skills and knowledge for effective maintenance and support critical SEOC AV systems.

**15. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

**16. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

The terms outlined in the Payment Schedule is set forth below:

**1. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**3. SHIPPING FEES**

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**4. INVOICING**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

**5. INVOICE ADDRESS**

Invoices may be sent to:

NH Homeland Security and Emergency Management  
Attn: Business and Finance

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33 Hazen Drive  
Concord, NH 03305

**6. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**7. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**8. CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Contractor’s invoices with appropriate information attached.

**9. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the cost for each deliverable or milestone associated with the Implementation Phase, excluding hardware and licensing costs. Upon successful completion of the Implementation Phase, and contingent upon formal acceptance and sign off of all deliverables and the system by the State, the State shall remit full payment for implementation services, including the ten percent (10%) holdback.

**10. PAYMENT SCHEDULE –**

**10.1 Contract Type**

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

**10.1.1. Implementation Pricing Worksheet**

Table C-10.1.1	
IMPLEMENTATION PRICING WORKSHEET	
ITEM	ONE TIME COST
1 Planning & Project Management	\$101,544.00
2 Installation	\$117,342.00
3 Testing	\$11,359.00
4 System Deployment	\$26,504.80

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<b>Total</b>	<b>\$256,750.00</b>
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**10.1.2. Video Wall Controller Hardware Pricing Worksheet**

Table C-10.1:2.				
VIDEO WALL CONTROLLER HARDWARE PRICING WORKSHEET				
HARDWARE ITEM.(Manufacturer, Part #, Description)				ONE-TIME COST
1	G&D	A9999999	Professional Services - Onsite Commissioning support	\$11,432.95
2	G&D	A8200039	ControlCenter-IP-UPG-200	\$5,421.18
3	G&D	A8200051	Remote Access Streaming Feature	\$8,292.80
4	G&D	A8200059	PWC Display License 8MP	\$6,175.60
5	G&D	A1120450	VisionXS-IP-CON-C-DP-HR-AR-DT	\$26,341.40
6	G&D	A1120448	VisionXS-IP-CON-C-DP-HR	\$55,712.34
7	G&D	A1120451	VisionXS-IP-CON-C-DP-HR-DT	\$2,502.44
8	G&D	A7000059	19" Device Carrier 3RU 12x109mm for VisionXS variants	\$6,146.28
9	G&D	A8200034	Push-Get-Function Control Center-IP	\$2,429.27
10	G&D	A4000037	Personal Workplace-Controller Video	\$19,829.27
11	G&D	A8200035	TS-Function Control Center-IP	\$1,112.20
12	G&D	A1110369	VisionXS-IP-CPU-C-DP-HR	\$20,634.20
13	G&D	A9999999	Professional Services - Onsite Training Support	\$4,573.18
14	G&D	A2320375	Remote Access-IP-CPU Basic	\$68,195.20
15	G&D	A2300129	Control Center-IP 2.0 incl. 20 licenses	\$4,046.34
16	G&D	A4110052	MultiPower-12-HP 12x 12V/1.2A or 6x12V/2.4A	\$18,643.94
17	G&D	A8200033	IP-Control-API Control Center-IP	\$2,304.88
18	G&D	A1110260	VisionXS-IP-CPU-C-DP-UHR	\$9,160.96
19	G&D	A1120391	VisionXS-IP-CON-C-DP-UHR	\$9,160.96
20	G&D	A3300008	Remote access gateway (8 users)	\$1,418.82
21	GPO Display	PA20H	20 Inch Panoramic Display * Resolution 1920x539p; Commercial-Grade LED Edge-Lit LCD, 700nit, 3,000:1 Contrast Ratio * Anti-Glare Coating, 30,000+ Hours of Industrial Reliability * Unique Aspect Ratio, 24W Power Consumption, 18ms Response Time * Includes: Mount (WB-20H), Trim (TM20H), and Power Adapter 12V 5A * Optional: Customizable Brand Logo Placement, Custom Housing (colors/design)	\$1,402.44

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			* Three year advance replacement warranty (Cover 3/Quick 3)	
22	JBL	CONTROL 47HC	Control 47HC - Premium High-Ceiling Two-way Coaxial Ceiling Speaker with Narrow 75° Conical coverage featuring JBL's Radiation Boundary Integrator® (RBI™) Technology, 6.5" (165mm) woofer and 1" (25mm) tweeter, 55Hz - 17kHz frequency range, 75W cont. pink noise (150W Program) power handling (100hr), 93 dB sensitivity, 60W 70V/100V multi-tap transformer with 8° direct, focused pattern with improved speech Intelligibility, integrated backcan, white (RAL9016). Includes: C-Ring support backing plate, two tile support rails, cutout template (Priced as each; sold in pairs)	\$1,792.08
23	QSC	COL4	Four channels of balanced, line-level analog output.	\$292.68
24	QSC	CIML4	Four channels of microphone / line-level analog audio input with 48V phantom power.	\$1,940.46
25	QSC	Core 510i Kit	Integrated Core with eight I/O card slots, 256 x 256 networked audio channels, dual redundant media LAN ports, one Auxiliary LAN port, 16 configurable GPIO, 2RU. Rear plates are included.	\$6,036.59
26	Shure	MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$5,537.80
27	Sound Control	RC5-CW4-KS	Project Pack: Includes RC5 Extension Kit + RC-RK2 Rack Shelf + RCM-UNI On Wall Mount	\$1,945.12
28	Synergy Sky	SKYSERVICE-SUPPORT-CONNECT-L1	Level 1 Product Support Synergy SKY CONNECT	\$312.20
29	Synergy Sky	SKYLICENSE-CONNECT-1-99	Synergy SKY CONNECT software license, 1-99 meeting rooms	\$3,126.81
30	Synergy Sky	SKYSERVICE-INSTALL-SUITE-BASE	Installation Support Synergy SKY Connect - up to 100 rooms	\$5,756.10
31	Cisco	C9300L-STACK-KIT	Cisco Catalyst 9300L Stacking Kit	\$3,087.36
32	Cisco	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port, 3 Year	\$3,489.80
33	Cisco	C9300L-48P-4X-E	Catalyst 9300 48-port PoE+, Network Essentials	\$18,291.80
34	Cisco	CS-KIT-EQ-4K-K9++	Room Kit EQ w/Codec EQ for TAA, PTZ 4K C	\$16,190.43
35	Cisco	PWR-CI-715WAC-P=	715W AC 80+ platinum Config 1 Power Supply	\$4,253.64
36	Cisco	CAB-TA-NA	North America AC Type A Power Cable (included)	\$0.00

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37	Cisco	CON-SNT-C93004X4	1 YR 8X5XNBD C9300L-48P-4X-E	\$8,096.04
38	Cisco	PWR-CI-1100WAC-UP	Upgrade option 1100W AC 80+ platinum	\$2,059.96
39	Crestron	TSD-2220-B	21.5 in. HD Touch Screen Display, Black	\$1,207.32
40	Crestron	AMP-X300	X-Series Amplifier, 300 W	\$536.59
41	Crestron	DM-DGE-200-C	Digital Graphics Engine 200 with 4K DM 8G+Â® Input	\$1,931.71
42	Crestron	DGE-100	Digital Graphics Engine 100	\$1,207.32
43	Crestron	VC-4-PC-3	Computer with Crestron Virtual Control Server Software	\$1,646.34
44	Middle Atlantic	MRK-4431-AV	44SP/31D CONFIG AV RACK	\$9,828.66
45	Middle Atlantic	PD-2420SC-NS	24OUTLET,1X20A CIRC., CORD	\$987.78
46	Middle Atlantic	UPS-2200R-8IP	2200VA UPS	\$5,502.06
<b>Total</b>				<b>\$389,993.30</b>

**10.1.3. Primary (LED) Video Wall Pricing Worksheet**

Table C-10.1.3.				
PRIMARY (LED) VIDEO WALL PRICING WORKSHEET				
HARDWARE ITEM (Manufacturer, Part #, Description)				ONE TIME COST
1	Pensar	Power AC-DC	Power module	\$302.44
2	Pensar	Blade 2	(2-1xHDMI2.0+1xDPI.2 input card) (1-16xRJ45+2xFiber sender card)	\$8,233.79
3	Pensar	Luminosity 1.2	TAA direct view LED tile, 1.2mm	\$341,533.44
4	Pensar	Module	Frame modules (FREE)	\$0.00
5	Pensar	Travel	Manufacturer travel	\$1,829.27
6	Pensar	Module	Frame modules	\$5,663.34
7	Pensar	Receiver	Receiving card	\$241.46
8	Pensar	Hub	Hub card	\$241.46
9	Pensar	FRAME	Mounting frame with trim	\$13,268.48
10	Pensar	Commissioning	Assisted installation	\$12,195.10
11	Mersive	SP-8000-E1	Solstice Pod Gen3 with perpetual Unlimited Enterprise software license (unlimited users), 1 year Solstice Subscription, and 1-year limited hardware warranty (power supply and HDMI cable sold separately)	\$1,227.87
12	OFE	OFE	OFE equipment racks	\$0.00

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 Date: 10/21/24

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13	OFE	IPTV	OFE IPTV receivers	\$0.00
<b>Total</b>				<b>\$384,736.65</b>

**10.1.4. Secondary Workgroup (LED) Video Walls (4) Pricing Worksheet**

<b>Table C-10.1.4.</b>				
<b>SECONDARY WORKGROUP (LED) VIDEO WALLS (4) PRICING WORKSHEET</b>				
<b>HARDWARE ITEM</b>				<b>ONE TIME COST</b>
1	LG	75UR340C9	75" commercial LCD monitor	\$5,507.32
2	CHIEF	LTM1U	Micro-Adjust Tilt Wall Mount, Large	\$1,067.72
3	G&D	A1120451	VisionXS-IP-CON-C-DP-HR-DT	\$2,502.44
4	G&D	A4000037	Personal Workplace-Controller Video	\$19,829.27
<b>Total</b>				<b>\$28,906.75</b>

**10.1.5. Governor's Suite & Situation Room Pricing Worksheet**

<b>Table C-10.1.5.</b>				
<b>GOVERNOR'S SUITE &amp; SITUATION ROOM PRICING WORKSHEET</b>				
<b>HARDWARE SOFTWARE ITEM (Manufacturer, Part #, Description)</b>				<b>ONE TIME COST</b>
1	G&D	A1120448	VisionXS-IP-CON-C-DP-HR	\$2,063.42
<b>Total</b>				<b>\$2,063.42</b>

**10.1.6. Software and Hardware Operations, Maintenance and Support Pricing Worksheet**

<b>Table C-10.1.6</b>							
<b>SOFTWARE AND HARDWARE OPERATIONS, MAINTENANCE AND SUPPORT PRICING WORKSHEET</b>							
<b>ITEM</b>	<b>SFY 2025</b>	<b>SFY 2026</b>	<b>SFY 2027</b>	<b>SFY 2028</b>	<b>SFY 2029</b>	<b>SFY 2030*</b>	<b>SFY 2031*</b>
<b>One year remote and on-site support</b>	\$43,771.00	\$51,380.00	\$53,949.00	\$56,646.00	\$60,611.00	\$64,853.00	\$69,393.00

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

<b>Total</b>	<b>\$266,357.00</b>
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**10.1.7. Other Cost Pricing**

<b>Table C-10.1.7.</b>							
<b>OTHER COSTS PRICING WORKSHEET</b>							
OTHER COSTS DESCRIPTION	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030*	SFY 2031*
Freight	\$27,585.00						
Installation Materials	\$23,254.00						
<b>Total</b>	<b>\$50,839.00</b>						

**10.1.8. Implementation Pricing Summary**

<b>Table C-10.1.8</b>		
<b>PRICING SUMMARY WORKSHEET</b>		
PRICING TABLE #	COST TYPE	TOTAL COST
C-10.1.1	Implementation Pricing (Total from Implementation Pricing Worksheet)	\$256,750.00
C-10.1.2	Video Wall Controller Hardware Pricing (Total from Video Wall Controller Hardware Pricing Worksheet)	\$389,993.30
C-10.1.3	Primary (LED) Video Wall Pricing (Total from Primary LED Video Wall Pricing Worksheet)	\$384,736.65
C-10.1.4	Secondary Workgroup (LED) Video Walls Pricing (Total from Secondary Workgroup LED Video Wall Pricing Worksheet)	\$28,906.75
C-10.1.5	Governor's Suite & Situation Room Pricing (Total from Governor's Suite & Situation Room Pricing Worksheet)	\$2,063.42
C-10.1.6	Software and Hardware Operations, Maintenance and Support Pricing Worksheet (Total from Software and Hardware Operations, Maintenance and Support Pricing Worksheet)	\$266,357.00
C-10.1.7	Other Costs Pricing (Total from Other Costs Pricing Worksheet)	\$50,839.00
<b>Grand Total</b>		<b>\$1,379,646.12</b>

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
2024-040 - SEOC AUDIO VIDEO MODERNIZATION  
EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

**EXHIBIT D – SOFTWARE LICENSE AGREEMENT –**

The terms outlined in the Software License Agreement are set forth below:

1. License Grant.

Subject to the payment of applicable license fees, Contractor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software or Firmware and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

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2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions. Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, Firmware, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software (“Contracted Resources”) provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State’s counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else’s intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor’s deliverables.

9. Custom Software. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

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EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Gary Hewett	Assistant Operations Chief	5 Days
First	Jonathon Reany	Assistant Director	10 Days
Second	Matthew Laszacs	Director	10 Days
Third	Doug Carnell	Assistant Commissioner	15 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other Party.

**2. ACCESS AND COOPERATION**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the

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EXHIBIT E – ADMINISTRATIVE SERVICES**

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Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

**6.1.1. Computer Use**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

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- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.1.2. Email Use**

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

**6.1.3. Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

**6.2 State Website Copyright**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

**6.3 Workspace Requirement**

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

**6.4 Workplace Hours**

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

**STATE OF NEW HAMPSHIRE  
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2024-040 – SEOC AUDIO VIDEO MODERNIZATION  
EXHIBIT F – TERMS AND DEFINITIONS**

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**EXHIBIT F – TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
AV over IP	Audio-Video over Internet Protocol; the transmission of audio-video over a network.
Commercial Off the Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

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EXHIBIT F – TERMS AND DEFINITIONS**

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Firmware	Any permanent software programmed into a read-only memory.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.

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EXHIBIT F – TERMS AND DEFINITIONS**

MTR Devices	Microsoft Teams Rooms devices are a huddle room, meeting room, or boardroom space, that is built on top of the Microsoft Teams Collaboration platform.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.

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EXHIBIT F – TERMS AND DEFINITIONS**

Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.

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EXHIBIT F – TERMS AND DEFINITIONS**

Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
2024-040 – SEOC AUDIO VIDEO MODERNIZATION  
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

**2. CONTRACTOR CERTIFICATES**

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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DEPARTMENT OF SAFETY  
2024-040 – SEOC AUDIO VIDEO MODERNIZATION  
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

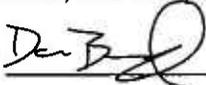
a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 10/21/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF SAFETY**  
**2024-040 – SEOC AUDIO VIDEO MODERNIZATION**  
**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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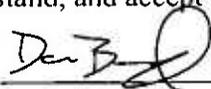
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 10/21/24

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONFERENCE TECHNOLOGIES, INC. is a Missouri Profit Corporation registered to transact business in New Hampshire on October 02, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 973760

Certificate Number: 0006795114



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

### Certificate of Authority by Vote

I, Dan Bunyard, hereby certify that I am duly elected Chief Financial Officer of Conference Technologies, Inc.. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on June 3rd, 2024, at which a quorum of the Directors were present and voting.

**Voted:** That Dan Bunyard, CFO is duly authorized to enter into contracts or agreements on behalf of

Conference Technologies, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/14/2024

Attest:   
\_\_\_\_\_  
Dan Bunyard, CFO

